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FLORIDA NON-PROFIT CORPORATION

Costa Ridge at Pace Condominium Association, Inc.

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ARTICLES OF INCORPORATION
OF
CORAL RIDGE PLACE CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit under the laws of the State of Florida, does hereby adopt the following articles of incorporation.

ARTICLE I
NAME

The name of the corporation shall be CORAL RIDGE PLACE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE II
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium to be recorded in the Public Records of Florida County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III
PURPOSE

The purpose for which the Association is organized is to provide a entity pursuant to the Florida Condominium Act (the "Act") which will operate and maintain the Condominium known as CORAL RIDGE PLACE, A CONDOMINIUM, located in Florida County, Florida (the "Condominium").

ARTICLE IV
POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws, as the Declaration and Bylaws may be amended from time to time, including but not limited to the following:

(a) To make and collect Assessments. Specific Assessments may not be levied against Members, and/or Owners, and/or Units which exceed the limitations of the powers and duties.

(b) To use, own, operate, lease, sell, trade and otherwise deal with real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium, and other property acquired or leased by the Association for use by Unit Owners.

(d) To purchase insurance upon the Condominium and insurance for the protection of the Association, its officers, directors and Members as Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession

* Initialed by Owner
Potential Owner Initials
SSB Initials of Developer
Date Initialed by Owner
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of Directors may provide by the Declaration.

(g) The Board shall have all of the powers, duties and responsibilities granted to the Association, all of the Declaration, all of the Articles, all of the Bylaws, and all of the rules and regulations of the Condominium.

(h) The contract for the management and maintenance of the Condominium and the authority of any management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its duties, powers and discretion, shall not exceed three years. Any such contract, or any contract for the management or operation of the Common Elements, shall provide that it may be terminated by the Association for cause upon thirty days' written notice. The Association shall have the power to enter into contracts with any person, firm or corporation, including the Developer or its affiliates, for the management, operation, maintenance and repair of the Condominium Property and, in connection therewith, to delegate any of its powers and duties to any such person, firm or corporation. Any such contract shall provide for compensation to be paid by the Association and shall be terminable without cause upon not more than thirty days' notice.

(i) The employment of persons to perform services required for the proper operation of the Condominium.

4.3 Assets of the Association. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration, the Articles and the Bylaws.

4.4 Distribution of Income; Dissolution. The Association shall not pay a dividend or distribute any part of its income or profits to its Members, directors or officers, and no part of any income or profits of the Association shall inure to the benefit of any natural person or private shareholder or non-profit corporation or non-profit business entity, except as otherwise authorized under Chapter 617 of Florida Statutes.

4.5 Limitation. The ownership of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and the Bylaws.

ARTICLE V
MEMBERS

5.1 Membership. The members of the Association shall be comprised of all of the record owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who were members at the time of such termination, and their successors and assigns.

5.2 Assignment. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to cast the vote for each Unit owned.

5.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VI
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE I
NAME

The name and address of the incorporator of the Association is:

NAME	ADDRESS
Andrew J. Muhlbaier	2000 SE 17th Street, Suite #203 Fort Lauderdale, Florida 33316

ARTICLE II
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at the regular annual meeting of the Board of Directors following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT:

Andrew J. Muhlbaier
2000 SE 17th Street, Suite #203
Fort Lauderdale, Florida 33316

VICE PRESIDENT:

Kevin Adnitt
2000 SE 17th Street, Suite #203
Fort Lauderdale, Florida 33316

SECRETARY:

Thomas Pharo
2000 SE 17th Street, Suite #203
Fort Lauderdale, Florida 33316

TREASURER:

Andrew J. Muhlbaier
2000 SE 17th Street, Suite #203
Fort Lauderdale, Florida 33316

ARTICLE III
INDEMNIFICATION

§ 3.01 Indemnification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined in the manner provided by the Bylaws but not less than three directors. Except for Directors appointed by or elected by Developer, all Directors must be members of the Association.

§ 3.02 Limitations. The duties and powers of the Association shall be exercised exactly as set forth in the Act, the Declaration, these Articles and the Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

§ 3.03 Election of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws.

Directors may be removed pursuant to the Bylaws and the Board shall fill vacancies in the manner provided by the Bylaws.

5.04 Term of Developer's Directors. The Developer of the Condominium shall have the right to appoint the members of the first Board of Directors and their successors as set forth in the Bylaws.

5.05 First Directors. The names and addresses of the members of the first Board of Directors who shall serve until their successors are elected and have qualified, as provided in the Bylaws, are as follows:

NAME:	ADDRESS:
Andrew J. Altschuler	5000 SW 75th Street, Suite #206 Fort Lauderdale, Florida 33314
Dawn Martin	5000 SW 75th Street, Suite #206 Fort Lauderdale, Florida 33314
Thomas J. Pound	5000 SW 75th Street, Suite #206 Fort Lauderdale, Florida 33314

ARTICLE XI
INDEMNIFICATION

11.01 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.02 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.01 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection therewith.

11.03 Approval. Any indemnification under Section 11.01 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 11.01 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not

obtainable or, even if obtainable, if a majority of the disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority vote of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section 10.

10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

ARTICLE XI
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors, members and the Developer in the manner provided in the By-Laws and the Declaration.

ARTICLE XII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article IV, entitled "Powers," without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida.

ARTICLE XIII
INITIAL REGISTERED OFFICE ADDRESS AND
NAME OF REGISTERED AGENT

The initial registered office of the Association shall be at [illegible] SE 17th Street, Suite #200, Fort Lauderdale, Florida 33316, with the privilege of having its principal office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Andrew L. Ansbacher.

Prepared by:
Andrew L. Ansbacher, Esq.
[illegible]
[illegible]
[illegible]

ARTICLE XV
PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office of the Association and the mailing address shall initially be at 01 SE 10th Street, Suite #206, Fort Lauderdale, Florida 33316.

IN WITNESS WHEREOF, the incorporator has affixed his signature this 14th day of October, 2005.

By: Andrew J. Mitchman

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Articles of Incorporation was acknowledged before me this 14th day of October, 2005, by Andrew J. Mitchman. He is personally known to me or produced ____________ as identification and did not take an oath.

Notary Public, State of Florida
Print Name: Lawrence J. Cohen
Commission No.: ____________
My Commission Expires: ____________

Lawrence J. Cohen
Commission # DD043137
Expires July 29, 2009

Prepared by:
Andrew J. Mitchman, Esq.
[illegible]
Fort Lauderdale, FL 33301
[illegible]

CERTIFICATE DESIGNATING THE ADDRESS
AND NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That CORAL RIDGE PALM CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Fort Lauderdale, County of Broward, State of Florida, the corporation named in the said articles has named Andrew L. Mitchman at 900 SE 17th Street, Suite 900, Fort Lauderdale, Florida 33316, as its statutory registered agent.

Having been named the registered agent of said corporation at the place designated in this Certificate, I hereby accept the same and agree to act in this capacity, and that I am familiar with and accept the obligations of Florida Statutes, Section 617.0501.

Date: [illegible], 2005.

[signature]

By: Andrew L. Mitchman

[illegible]